

JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the court, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

John Chen

DEFENDANTS

Major League Baseball; Major League Baseball Properties, Inc.; The Office of the Commissioner of Baseball; and Major League Baseball Enterprises, Inc.

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Outten & Golden LLP
3 Park Ave, 29th Floor
New York, NY 10016, 212-245-1000

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Violations under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq.

Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes ☐ Judge Previously Assigned

If yes, was this case Vol. ☐ Invol. ☐ Dismissed: No ☐ Yes ☐ If yes, give date _____ & Case No. _____

Is THIS AN INTERNATIONAL ARBITRATION CASE? No ☒ Yes ☐

(PLACE AN [x] IN ONE BOX ONLY)

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TORTS

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- ☐ 900 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE _____ DOCKET NUMBER _____

Check YES only if demanded in complaint
JURY DEMAND: ☒ YES ☐ NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from (Specify District) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judge Judgment
- ☐ a. all parties represented ☐ b. At least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

**IF DIVERSITY, INDICATE
CITIZENSHIP BELOW.
(28 USC 1332, 1441)**

- ☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☒ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☐ 4 DIVERSITY

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

	PTF	DEF		PTF	DEF		PTF	DEF
CITIZEN OF THIS STATE	[]	[]	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	[]	[]	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	[]	[]
CITIZEN OF ANOTHER STATE	[]	[]	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[]	[]	FOREIGN NATION	[]	[]

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

John Chen, Queens County

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

The Office of the Commissioner of Baseball
245 Park Ave, 31st Floor
New York, NY 10167

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ MANHATTAN
(DO NOT check either box if this a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.)

DATE 8/7/13

SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO

☒ YES (DATE ADMITTED Mo. Sept. Yr. 2002)

Attorney Bar Code # JS7989

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge MAG. JUDGE FREEMAN is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

OUTTEN & GOLDEN LLP
Justin M. Swartz
Juno Turner
Michael N. Litrownik
3 Park Avenue, 29th Floor
New York, New York 10016
Telephone: 212-245-1000

JUDGE KOELTL

13 CV 5494

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

JOHN CHEN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

MAJOR LEAGUE BASEBALL; MAJOR
LEAGUE BASEBALL PROPERTIES, INC.;
THE OFFICE OF THE COMMISSIONER OF
BASEBALL, d/b/a/ MAJOR LEAGUE
BASEBALL; and MAJOR LEAGUE
BASEBALL ENTERPRISES, INC.

Defendants.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

FILED
U.S. DISTRICT COURT
NOV 7 AM 8:36
S.D. OF N.Y.

Plaintiff John Chen ("Plaintiff"), individually and as a class representative on behalf of all others similarly situated, by his attorneys Outten & Golden LLP, makes the following allegations against Defendants Major League Baseball; Major League Baseball Properties, Inc.; The Office of the Commissioner of Baseball, d/b/a/ Major League Baseball; and Major League Baseball Enterprises, Inc. (collectively, "MLB"):

INTRODUCTION

1. MLB staffed its 2013 All-Star FanFest ("FanFest"), a lucrative, for-profit commercial operation that MLB promoted as "the largest interactive baseball theme park in the

world,” and described as “baseball heaven on earth,”¹ almost entirely with “volunteers,” and did not pay them any wages.

2. Through its website, MLB recruited approximately 2000 volunteers to “represent New York by welcoming . . . guests [in other words, paying customers] from around the world and assisting in the smooth operations of all of the [All-Star] events.”²

3. Instead of paying them for their work, MLB, the world’s preeminent professional baseball league with annual revenue of more than seven billion dollars, provided volunteers with “a shirt, a cap and a cinch drawstring backpack,” free admission for the volunteer and one guest to FanFest, a water bottle, and a baseball. MLB allowed volunteers to “wear sneakers during working hours and khaki shorts or pants.”³

4. Through this action, Plaintiff seeks to (1) force MLB to stop soliciting and accepting work from unpaid volunteers, (2) allow those who cannot afford to work for free to work at FanFest and other events related to the All-Star Game, and (3) recover unpaid wages for all unpaid volunteers who performed work for MLB during the relevant period.

5. MLB’s failure to pay its volunteers any wages violated federal and state minimum wage laws, which require employers to pay at least the minimum wage for all work that they “suffer or permit,” and which exist to eliminate “labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of

¹ See “*MLB FanFest Touted As ‘Baseball Heaven on Earth,’*” CBS New York, July 10, 2013, available at <http://newyork.cbslocal.com/2013/07/10/mlb-fanfest-touted-as-baseball-heaven-on-earth> (last visited August 6, 2013).

² See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

³ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

workers.”⁴

6. By failing to pay Plaintiff and thousands of others for their productive work, MLB denied federal, state, and local governments significant tax revenue and denied the volunteers important benefits of working, including workers’ compensation insurance, social security contributions, and, most importantly, the ability to earn a fair day’s wage for a fair day’s work.

7. MLB also excluded New Yorkers and many others who could not afford to work for free.

8. Unpaid private-sector jobs damage the labor market and are a detriment to society.⁵ As for-profit companies hire more unpaid workers, they hire fewer paid workers, especially entry-level workers.⁶ Reliance on unpaid labor leads to “an ideal system for perpetuating and increasing inequality” among the economically advantaged and disadvantaged jobseekers.⁷

9. Unpaid jobs “depress[] wages by creating an oversupply of people willing to work not just for low wages, but literally for nothing.” They also “undermine the meritocracy that

⁴ See 29 U.S.C. § 202, 203(g); N.Y. Lab. Law § 2(7); *Glatt v. Fox Searchlight Pictures, Inc.*, No. 11 Civ. 6784, 2013 WL 2495140 (S.D.N.Y. June 11, 2013) (unpaid interns are “employees” and entitled to minimum wage under the Fair Labor Standards Act where they provide an immediate advantage to their employer performing low-level tasks that do not require specialized training and they receive nothing approximating the education they would receive in an academic setting).

⁵ See, e.g., Ross Perlin, *INTERN NATION: HOW TO EARN NOTHING AND LEARN LITTLE IN THE BRAVE NEW ECONOMY*, Verso Publishers (2012).

⁶ See David L. Gregory, *The Problematic Employment Dynamics of Student Internships*, 12 Notre Dame J.L. Ethics & Pub. Pol’y 227, 242 (1998).

⁷ Daniel Akst, Op-Ed., *Unpaid Internships? File Under “Hypocrisy,”* L.A. Times, Jun. 15, 2010, at A15, available at <http://articles.latimes.com/2010/jun/15/opinion/la-oe-akst-internships-20100615>.

allocates jobs and rewards people for their skills and gumption.”⁸

10. MLB could have easily afforded to pay its FanFest workers.

11. MLB charged adults \$35.00 and children two years and older \$30.00 to enter FanFest.⁹

12. Upon entering FanFest, paying customers could purchase a small bag of potato chips for \$5.00 and a cup of lemonade for \$7.50.¹⁰

13. Thousands of adults and children attended FanFest between July 12 and July 16, 2013, and, upon information and belief, spent hundreds of thousands of dollars there.

14. Major League Baseball Properties’ Corporate Sales & Marketing department solicited lucrative corporate sponsorships by claiming that “Baseball fans of all ages are expected to attend 2013 MLB All-Star FanFest, and your organization will have the ideal venue to leverage the most eagerly awaited fan experience of the summer.”¹¹

15. Events during the five-day 2013 All-Star Weekend were sponsored by large corporations including T-Mobile, Taco Bell, SiriusXM, Gatorade, Majestic, Blockbuster, Kellogg’s, Gillette, Head & Shoulders, One A Day, Firestone, Scotts, Chevy, Duane Reade, New Era, Budweiser, Party City, and Under Armour, among others.

16. These corporate sponsorships earned MLB significant revenue.

17. According to MLB, the 2013 All-Star Game and related events, including

⁸ See Ross Eisenbrey, Economic Policy Institute, <http://www.epi.org/blog/unpaid-internships-scourge-labor-market/> (last visited August 6, 2013).

⁹ See http://mlb.mlb.com/mlb/downloads/y2013/fanfest_brochure.pdf (last visited August 6, 2013).

¹⁰ See “*All-Star Festival Fleeces Fans*,” New York Post, July 21, 2013, available at http://www.nypost.com/p/sports/more_sports/pay_to_play_U5lJnqtgFCPx9dvH2WJRyJ (last visited August 6, 2013).

¹¹ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/fanfest_sponsorship.jsp (last visited August 6, 2013).

FanFest, brought approximately \$191.5 million into the New York City economy.¹²

18. None of these millions of dollars, however, ended up in the pockets of the New Yorkers whom MLB recruited to provide the labor necessary to prepare for and run FanFest and other All-Star Game events.

19. MLB used unpaid volunteers to assist with “hospitality, event logistics, community events, and transportation.”¹³

20. At FanFest, MLB used volunteers to operate the 40 attractions¹⁴ that were “included with the price of admission.”¹⁵

21. Prior to FanFest, MLB required volunteers to attend an unpaid mandatory information session and an unpaid mandatory orientation session.

22. In an email to Plaintiff and other volunteers, MLB told volunteers that they were “cordially invited to attend our mandatory orientation.”

23. If volunteers were unable to attend the unpaid mandatory orientation, they were not allowed to work at FanFest or other events.¹⁶

24. MLB did not provide All-Star Game tickets to FanFest volunteers, although it gave its more than 2000 volunteers the chance to win *one pair* of All-Star Game tickets, but only

¹² See http://minnesota.twins.mlb.com/news/article.jsp?ymd=20130730&content_id=55250430&vkey=news_min&c_id=min (last visited August 6, 2013).

¹³ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

¹⁴ See <http://newyork.cbslocal.com/2013/07/10/mlb-fanfest-touted-as-baseball-heaven-on-earth/> (last visited August 6, 2013); http://mlb.mlb.com/mlb/downloads/y2013/fanfest_map.pdf (last visited August 6, 2013).

¹⁵ See http://mlb.mlb.com/mlb/downloads/y2013/fanfest_brochure.pdf (last visited August 6, 2013).

¹⁶ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

if they worked “three shifts at any of the All-Star events.”¹⁷

25. Instead, MLB also allowed volunteers the opportunity to “experience All-Star Week” at FanFest at times that they were “not required to work.”¹⁸

26. MLB refused to pay for volunteers’ parking or transportation.¹⁹

27. In addition to FanFest, MLB recruited volunteers to work at other All-Star Game-related events around New York City.²⁰

28. MLB also held its All-Star FanFest and related All-Star Game events in New York, New York in 2008 and staffed them with unpaid volunteers.²¹

29. 2008 volunteers were required to “attend at least one orientation session pertaining to the event(s) for which they were assigned to (sic).”²²

30. The work that 2008 volunteers performed included work at the DHL All-Star FanFest, greeters, hospitality, office/clerical, information booth, event logistics and transportation.”²³

31. MLB required volunteers at the 2008 FanFest to work “a minimum of three shifts

¹⁷ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

¹⁸ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

¹⁹ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

²⁰ See http://mlb.mlb.com/mlb/events/all_star/y2013/fanfest/faq.jsp (last visited August 6, 2013).

²¹ See http://newyork.yankees.mlb.com/nyy/fan_forum/asg/volunteers_form.jsp (last visited August 6, 2013).

²² See http://newyork.yankees.mlb.com/nyy/fan_forum/asg/volunteers_form.jsp (last visited August 6, 2013).

²³ See http://newyork.yankees.mlb.com/nyy/fan_forum/asg/volunteers_form.jsp (last visited August 6, 2013).

(approximately 4 hours each).”²⁴

32. MLB held its All-Star Game and related events in Phoenix, Arizona in 2011,²⁵ and in Kansas City, Missouri in 2012.

33. MLB staffed each of these All-Star FanFests and related events with unpaid volunteers.²⁶

34. MLB required all of its unpaid volunteers between 2008 and 2013 to pass background checks.

35. MLB intends to repeat its unlawful practice by staffing future FanFests and related All-Star Game events with unpaid volunteers.

36. MLB plans to hold its 2014 All-Star Game in Minneapolis, MN.

37. Having identified a free workforce, MLB has invited 2013 unpaid volunteers to work for free at the 2014 All-Star events, including the 2014 All-Star FanFest.²⁷

38. Plaintiff brings this action on behalf of himself and those similarly situated who elect to opt-in to this action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy MLB’s violations of the wage-and-hour provisions of the FLSA that have deprived Plaintiff and

²⁴ See http://newyork.yankees.mlb.com/nyy/fan_forum/asg/volunteers_form.jsp (last visited August 6, 2013).

²⁵ See http://mlb.mlb.com/mlb/events/all_star/y2011/fanfest_tickets.jsp (last visited August 6, 2013).

²⁶ See http://newyork.yankees.mlb.com/nyy/fan_forum/asg/volunteers_form.jsp (2008, New York, NY) (last visited August 6, 2013); https://secure.mlb.com/mlb/events/all_star/y2011/volunteer_form.jsp (2012, Kansas City, MO) (last visited August 6, 2013).

²⁷ See http://mlb.mlb.com/news/article.jsp?ymd=20130730&content_id=55250430&vkey=news_mlb&c_id=mlb (last visited August 6, 2013); http://mlb.mlb.com/min/ticketing/sth/gen/allstar_faq.jsp (last visited August 6, 2013).

others similarly situated of their lawfully earned wages.

39. Plaintiff also brings individual and representative wage claims under the New York Labor Law Art. 6, §§ 190 *et seq.*, Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations, N.Y. Comp. Codes R. & Regs. tit. 12, Part 142 *et seq.* (collectively, “NYLL”) as a class action pursuant to Fed. R. Civ. P. 23.

THE PARTIES

Plaintiff John Chen

40. Plaintiff John Chen is an adult individual who resides in Rego Park, New York.

41. Plaintiff worked for MLB at FanFest as an unpaid volunteer on June 1, 2013 and July 10, 12, 13, and 16, 2013.

42. MLB did not pay Chen any wages.

43. Chen is a covered employee within the meaning of the FLSA and the NYLL.

44. Chen has consented to join this action by filing a written Consent to Join form, attached hereto as Exhibit A.

Defendants

45. MLB is a single integrated enterprise that operates a professional baseball league.

46. MLB employed Plaintiff and similarly situated volunteers.

47. MLB consists of 30 teams that play in the American League and the National League as well as agent corporations including Major League Baseball Properties, Inc. and Major League Baseball Enterprises, Inc.

48. Each year, MLB organizes and puts on an All-Star Game that includes the top players in each league.

49. The All-Star Game is preceded by four days of events, including FanFest, staffed largely by unpaid volunteers.

50. Events during the 2013 All-Star Weekend included the All-Star 5K & Fun Run, the All-Star Charity Concert, the Futures Game, the Legends & Celebrities Softball Game, the All-Star Workout Day, the Home Run Derby, and the All-Star FanFest at the Javits Center in Manhattan.

51. Throughout the relevant period, MLB maintained control, oversight, and direction over Plaintiff and similarly situated employees, including with respect to hiring and other employment practices that applied to unpaid volunteers.

52. The Office of the Commissioner of Baseball is an unincorporated association also doing business as Major League Baseball and has as its members the Major League Baseball Clubs.

53. The All-Star Game and surrounding events, including FanFest, were under the supervision, control, and direction of the Commissioner of Baseball and MLB.

54. MLB has applied the same employment policies, practices, and procedures, including hiring criteria and failure to pay wages, to all unpaid volunteers who work for MLB over All-Star Weekend.

55. MLB is a covered employer within the meaning of the FLSA and the NYLL and, at all relevant times, employed and/or jointly employed Plaintiff and similarly situated employees.

JURISDICTION AND VENUE

56. This Court has subject matter jurisdiction with respect to Plaintiff's federal claims pursuant to 28 U.S.C. §§ 1331 and 1337, and jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).

57. Plaintiff's state law claims are so closely related to Plaintiff's claims under the

Fair Labor Standards Act that they form part of the same case or controversy under Article III of the United States Constitution.

58. This Court also has jurisdiction over Plaintiff's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

59. Upon information and belief, there are more than 100 members of the proposed class in the aggregate.

60. MLB is subject to personal jurisdiction in New York.

61. MLB maintains an office at 245 Park Avenue, New York, New York.

62. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

63. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) and (c) because MLB is subject to personal jurisdiction in the Southern District of New York and a substantial part of the events or omissions giving rise to the claims occurred in this District.

CLASS ACTION ALLEGATIONS

64. Plaintiffs bring the Third, Fourth, and Fifth Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and all persons who have worked as unpaid volunteers for MLB in New York between August 7, 2007 and the date of final judgment in this matter (the "Volunteer Class"). The Volunteer Class includes all unpaid volunteers who worked at the 2008 FanFest and other 2008 All-Star Game events, the 2013 FanFest and other 2013 All-Star Game events, and all other MLB activities, including events run by the New York Yankees and the New York Mets since August 7, 2007.

65. Excluded from the Volunteer Class are MLB, MLB's legal representatives,

officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in MLB; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Volunteer Class.

66. The members of the Volunteer Class are so numerous that joinder of all members is impracticable.

67. Upon information and belief, the size of the Volunteer Class is more than 2,000 individuals.

68. MLB has acted or has refused to act on grounds generally applicable to the Volunteer Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

69. Common questions of law and fact exist as to the Volunteer Class and predominate over any questions affecting only individual members of the Volunteer Class, and include, but are not limited to, the following:

- (a) Whether MLB has a policy or practice of failing to pay Plaintiff and the members of the Volunteer Class the minimum wage for all hours worked in violation of NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, N.Y. Comp. Codes R. & Regs. tit. 12, § 142 *et seq.*, as alleged herein;
- (b) Whether MLB failed to comply with the notice and recordkeeping requirements of the NYLL;
- (c) Whether MLB's unlawful wage and hour policies or practices as alleged herein were instituted willfully or with reckless disregard for the law; and
- (d) The nature and extent of class-wide injury and the measure of damages for those injuries.

70. Plaintiff's claims are typical of the claims of the Volunteer Class he seeks to represent.

71. Plaintiff and all Volunteer Class members were subject to the same or similar compensation policies and practices of MLB. Plaintiff and the Volunteer Class have all sustained similar types of damages as a result of MLB's failure to comply with the NYLL.

72. Plaintiff will fairly and adequately represent and protect the interests of the Volunteer Class. Plaintiff has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between the Plaintiff and members of the Volunteer Class.

73. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Volunteer Class have been damaged and are entitled to recovery as a result of MLB's common and uniform policies, practices, and procedures and as a result of MLB's violation of the NYLL. Although the relative damages suffered by individual Volunteer Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources to conduct a thorough examination of MLB's compensation practices and to prosecute vigorously a lawsuit against MLB to recover damages stemming from such practices. In addition, class litigation is superior because it will prevent unduly duplicative litigation that might result in inconsistent judgments about MLB's practices.

74. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

COLLECTIVE ACTION ALLEGATIONS

75. Plaintiff brings the First and Second Causes of Action, the FLSA claims, on behalf of himself and all persons who have worked as unpaid volunteers for MLB between August 7, 2010 and the date of final judgment in this matter (the "Volunteer Collective").

76. MLB is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and the members of the Volunteer Collective. Upon information and belief, the Volunteer Collective consists of many similarly situated individuals who have not been paid at all by MLB in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of the lawsuit and the opportunity to join the lawsuit. Those similarly situated collective members are known to MLB, are readily identifiable, and can be located through MLB's records. Notice should be sent to the members of the Volunteer Collective pursuant to 29 U.S.C. § 216(b).

CLASS-WIDE FACTUAL ALLEGATIONS

77. Plaintiff and the members of the Volunteer Class and Collective defined above (collectively, "Volunteer Class Members") have been victims of a common policy and plan perpetrated by MLB that has violated their rights under the FLSA and the NYLL by denying them minimum wages.

78. MLB assigned Volunteer Class Members work that benefitted MLB.

79. Volunteer Class Members received no educational benefits from their work for MLB.

80. The work that Volunteer Class Members performed would have been performed by paid workers had MLB not solicited and accepted free labor from the Volunteer Class Members.

81. At all times relevant, MLB's unlawful conduct, policies, and patterns or practices described in this Class Action Complaint have been willful.

82. MLB has intentionally, willfully, and repeatedly harmed Plaintiff and the Volunteer Class Members by engaging in a pattern, practice, and/or policy of violating the FLSA

91. Volunteer Class Members performed similar unpaid work at the 2008, 2011, and 2012 FanFest and other All-Star Game activities.

92. In order to participate in the 2013 FanFest, MLB required Volunteer Class Members to pass a Major League Baseball background check, which was processed by MLB, and attend an information session at Citi Field.

93. MLB required Plaintiff and other Volunteer Class Members to attend mandatory orientation sessions.

94. At the 2013 two-hour orientation session, Volunteer Class Members received their "Player Stat Sheets" that detailed their volunteer assignments and duties; received the "Volunteer Quick Reference Guide"; met their Team Captains; received their volunteer credentials; and trained for specific responsibilities of their assigned positions.

PLAINTIFF'S FACTUAL ALLEGATIONS

95. Consistent with its unlawful policies and practices, MLB subjected Plaintiff to unlawful conduct.

96. As an unpaid volunteer, Plaintiff worked approximately 17 hours for MLB.

97. MLB paid Plaintiff no wages.

98. Plaintiff attended a mandatory one-hour information session at Citi Field on June 1, 2013.

99. Plaintiff attended a mandatory two-hour orientation session at the Javits Center on July 10, 2013.

100. Volunteers could be assigned to one of three shifts each day over the five-day All-Star Weekend: 8:00 a.m. to 1:00 p.m.; noon to 5:00 p.m.; or 4:00 p.m. to 8:00 p.m.

101. Plaintiff worked three shifts at FanFest at the Javits Center in Manhattan.

102. MLB required Plaintiff to report for his first shift on Friday, July 12, 2013 at 3:30 p.m. even though his shift started at 4:00 p.m.

103. After requiring Plaintiff and other unpaid volunteers to sit and wait for approximately an hour, MLB gave Plaintiff his assignment and informed him of his responsibilities.

104. From approximately 4:45 p.m. through 8:00 p.m. on July 12, 2013, Plaintiff stamped the wrists of FanFest customers after they had signed a liability waiver at the Fast Pitch station.

105. At Plaintiff's second volunteer shift, on Saturday, July 13, 2013, which began at 4:00 p.m. and ended at 8:00 p.m., Plaintiff performed three separate activities.

106. Plaintiff handed bags of FanFest paraphernalia to customers at the FanFest entrance.

107. Plaintiff also sat in a room placing paper flyers in bags.

108. Plaintiff also stood at the FanFest entrance and redirected people if they attempted to exit FanFest through the entrance.

109. Plaintiff's third volunteer shift began at 7:30 a.m. on Tuesday, July 16, 2013 and ended at 1:00 p.m.

110. During Plaintiff's third shift, he alphabetized liability waivers signed by FanFest attendees.

111. Plaintiff also worked at a fielding station, which consisted of five machines that shot soft baseballs at customers at different speeds and angles to test their fielding skills.

112. Plaintiff was responsible for instructing customers to deposit the balls that they fielded into buckets before moving on to the next station.

141. MLB failed to provide Plaintiff and the Volunteer Class Members a statement with every payment of wages, as required by NYLL § 195(3).

142. Due to MLB's violations of the NYLL, Plaintiff and the members of the Volunteer Class are entitled to recover from MLB statutory damages for each work week that each violation occurred, as well as reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to NYLL § 198.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf and on behalf of all other similarly situated persons, seeks the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to the members of the Volunteer Collective, as defined above. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages and an additional and an equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

C. Unpaid minimum wages pursuant to NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, and an additional and equal amount as liquidated damages pursuant to NYLL § 663;

D. Statutory damages for MLB's notice and recordkeeping violations pursuant to NYLL Art. 6, §§ 190 *et seq.*;

E. Certification of the Volunteer Class set forth above pursuant to Rule 23 of the

Federal Rules of Civil Procedure;

F. Designation of Plaintiff as class representative of the Volunteer Class, designation of counsel of record as Class Counsel, and a reasonable incentive payment to Plaintiff;

G. Pre-judgment interest and post-judgment interest;

H. Issuance of a declaratory judgment that the practices complained of in this Class Action Complaint are unlawful under NYLL Art. 6, §§ 190 *et seq.*, NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations;

I. An injunction requiring MLB to pay all statutorily required wages pursuant to the NYLL and an order enjoining MLB from continuing or reinstating their unlawful policies and practices as described herein with respect to the Class and Collective set forth above;

J. Reasonable attorneys' fees and costs of the action;

K. Such other relief as this Court shall deem just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all questions of fact raised by this Class Action Complaint.

Dated: New York, New York
August 7, 2013

Respectfully submitted,
OUTTEN & GOLDEN LLP

By:


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EXHIBIT A

**CONSENT TO JOIN LAWSUIT FILED UNDER THE FEDERAL
FAIR LABOR STANDARDS ACT**

X I consent to become a party plaintiff in this lawsuit against Major League Baseball and related entities.

Print name:

JOHN CHEN

Signature:

John Chen 8/2/13